



Report to: DEVELOPMENT SERVICES COMMITTEE

Report Date: April 9, 2013

SUBJECT: Design, Construction and Financing of Two Parks in Cornell
by Wykland Estates Inc.
PREPARED BY: Linda A. Irvine, OALA, FCCLA
Manager Parks and Open Space Development, x2120

RECOMMENDATION:

- 1) THAT the report dated April 9, 2013 to Development Services Committee, entitled "Design, Construction and Financing of Two Parks in Cornell by Wykland Estates Inc." be received;
- 2) AND THAT Council approve the request by Wykland Estates Inc. to finance the cost of design, construction, and contract administration of two parks identified as Block 199 (0.186 ha / 0.461 ac) and Block 200 (0.45 ha / 1.11 ac) in draft plan of subdivision 65M-4306, subject to the following conditions:
 - A. That Wykland Estates Inc., finance the cost of the design, construction, and contract administration of these two parks to a minimum value of \$550,000.00 inclusive of all applicable taxes including HST;
 - B. That, subject to compliance with these terms and conditions, the City of Markham reimburse Wykland Estates Inc., up to a maximum of \$550,000.00, towards this project from development charges for park development under the understanding that Wykland Estates Inc. may contribute additional funds above this amount which will not be reimbursable by the City, towards the development of these parks;
 - C. That subsequent to collection of sufficient Development Charges for park development at the building permit stage for residential lots within the Cornell Community, the City shall reimburse Wykland Estates Inc., for invoices paid for approved costs associated with the design, construction, and contract administration, for park development. No interest on such invoices shall be payable by the City. Reimbursement terms are as follows:
 - a. Wykland Estates Inc. may only invoice the City for 80% of approved costs provided that:
 - i. at least 45 days from the date of publication of Substantial Performance has transpired;
 - ii. proof of publication has been submitted with the invoice;
 - iii. no liens have been registered in regard to this contract;
 - iv. the constructed work has reached Total Completion to the City's satisfaction after which the two year warranty period shall begin;
 - v. the landscape architect has issued to the City a Total Completion certificate.

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- b. the remaining 20% of City approved costs shall be retained by the City for a minimum of two years from Total Completion and shall be paid to the Developer upon the Developer invoicing the City for the remaining 20%, provided the following has occurred in the order listed here:
 - i. two years has passed from the date of Total Completion;
 - ii. that the two year warranty inspection has occurred with the City;
 - iii. that all noted deficiencies at the two year warranty inspection have been completed to the City's satisfaction to the point of Final Completion;
 - iv. that Final Acceptance has been granted by the City;
 - v. that the landscape architect has issued a certificate certifying the warranty period has expired and further that noted deficiencies have been completed in general conformance to the plans and specifications;
 - vi. that any liens registered in regard to the contract have been released and/or paid by the Developer;
 - vii. and further, that the two year maintenance obligations had been performed during the warranty period, failing which, the City shall use the remaining funds at its sole discretion to compensate for the unfulfilled obligations.
 - c. or alternatively, Wykland Estates Inc. may invoice the City for 100% of approved costs two years after the date of Total Completion provided items b, i through vii, as listed above, have occurred to the City's satisfaction.
- D. That Owners/Developers within the Cornell Community, including Wykland Estates Inc. not receive any credit towards park development charges and continue to pay the park development charge at the building permit stage for all present and future development phases of this subdivision;
- E. That Wykland Estates Inc. hire a landscape architect who is a Full Member of the OALA having custody and use of the Association seal, approved by the City, to provide professional design, contract document, and contract administration services, to the satisfaction of the City as outlined in Appendix 'B';
- F. That Wykland Estates Inc. follow the City's standard Park Development Process which includes development of several design concepts, holding community input meetings, presentation to selected Standing and Advisory Committees as applicable, as well as review and approval by the Planning and Urban Design Department in consultation with the Parks Operations Department;
- G. That Wykland Estates Inc. competitively tender out the construction of the park works to the satisfaction of the City including providing the City with a copy of all bids submitted within 24 hours of tender close. The successful

bidder will be responsible to construct and maintain the park from the time park construction is begun until Final Acceptance by the City;

- H. That, notwithstanding the requirement noted above in Condition (G), Wykland Estates Inc. shall tender and award a maintenance contract for the park to City standards. The maintenance contract for the park must be tendered and awarded at the same time as the construction contract and cover a minimum period of 2 years detailed maintenance as outlined in Appendix 'C' ("Developer Obligations: Two Year Maintenance Activities") to the City's satisfaction and that maintenance of the park shall continue until Final Acceptance of the park. Costs for the 2 year (minimum) maintenance contract are the responsibility of Wykland Estates Inc. The City will not reimburse Wykland Estates Inc. for costs associated with this additional maintenance obligation for the parks;
- I. That these parks be included in the Urban Design, Development Services Commission, Capital Budget submission in 2014 identifying the total budget in the amount of \$599,500 which includes the amount to be reimbursed, the HST and the internal charges.

3) And that staff be authorized and directed to do all things necessary to give effect to this resolution.

EXECUTIVE SUMMARY:

Not Applicable.

PURPOSE:

This report seeks approval for Wykland Estates Inc. to finance the costs of design, construction, and contract administration associated with the development of two parks identified as Block 199 (0.186 ha / 0.461 ac) and Block 200 (0.45 ha / 1.11 ac) in draft plan of subdivision 65M-4306 within Wykland Estates Inc., Phase 4, Cornell Community.

BACKGROUND:

As part of the overall parks and open space master plan for the Wykland Estates Inc, Phase 4, Cornell Community, there are four parks / parkettes and one open space block to be developed on the west of Cornell Centre Boulevard. These parks provide for local recreation needs including children's play, shade shelters, seating, pathways and associated landscaping.

OPTIONS/ DISCUSSION:

In a letter dated July 1, 2012, Mr. Chris Strzemieczny of Wykland Estates Inc. requested permission from the City to allow Wykland Estates Inc. to proceed with the design and construction of two parks in advance of the City's projected schedule of 2014. Wykland Estates Inc. is motivated to build these parks early for marketing reasons, as well as, to

serve the surrounding homes that are under construction now and will be occupied this year. Staff anticipates that the design of these parks will commence immediately and the requisite community meeting will occur in May. Park construction is anticipated to commence in the summer with park completion expected by the end of the year, weather permitting.

In consideration of this request, this report seeks Council's approval for the early delivery of these parks by Wykland Estates Inc. in accordance with the recommendations noted herein. The 5 year park capital program will be adjusted to reflect the early delivery of these parks.

FINANCIAL CONSIDERATIONS AND TEMPLATE: (external link)

A 2014 capital project for the reimbursement to Wykland Estates Inc. for the design, construction, and financing of two parks in Cornell, to a maximum of \$599,500 inclusive of HST and internal consulting fees, will be requested as part of the 2014 Capital Budget process. The Operating Budget implications will be considered as part of the operating budget process when the parks are assumed for maintenance.

HUMAN RESOURCES CONSIDERATIONS

Not applicable.

ALIGNMENT WITH STRATEGIC PRIORITIES:

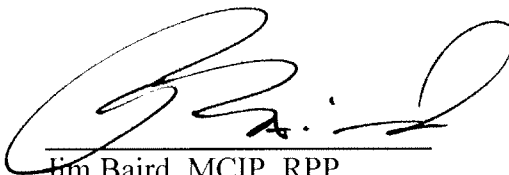
This work aligns with the following areas of strategic focus: Growth Management and Parks, Recreation, Culture and Library Master Plan.

BUSINESS UNITS CONSULTED AND AFFECTED:

The Finance Department has been consulted in the development of this report.

RECOMMENDED BY:

Rino Mostacci, MCIP, RPP
Director, Planning and Urban Design



Jim Baird, MCIP, RPP
Commissioner of Development Services

ATTACHMENTS:

Appendix 'A': Letter from Mr. Chris Strzemieczny, Wykland Estates Inc.

Appendix 'B': Landscape Architect's Scope of Work

Appendix 'C': Developer Obligations: Two Year Maintenance Activities

Appendix 'D': Location Map



July 1, 2012

City of Markham
Planning and Urban Design Department
101 Town Centre Boulevard
Markham, ON
L3R 9W3

Attention: Linda Irvine, Manager, Parks and Open Space Development
Planning and Urban Design Department

**RE: Wykland Estates Inc.
Cornell Project
Park – Block 199, and 200 Plan 65M-4306
Town of Markham**

Please accept this letter as a formal request by Wykland Estates Inc. to front-end the design, construction and contract administration of the two parks described as Blocks 199 and 200, Plan 65M-4306 within the Cornell community.

It is our intention to build this parkette as soon as possible and are requesting that the City of Markham enter into a front-ending agreement with Wykland Estates Inc. to provide for all costs that are eligible to be recovered in connection with the construction of the parks.

Should you require any additional information please contact me at your convenience.

Yours truly,

A handwritten signature in black ink, appearing to be "Chris Strzemieczny", is written over a horizontal line.

Chris Strzemieczny
Wykland Estates Inc.

Cc: Naz Hiyate ~ NAK Design Group Landscape Architects.

APPENDIX B: LANDSCAPE ARCHITECT'S SCOPE OF WORK

Landscape architectural services shall include typical full scope of services. The items below are intended to assist the consultant to ensure that, at minimum, the items listed are included in the scope of services provided. This list is not intended to be exhaustive.

PART A: DESIGN SERVICES

1. Undertake data collection and base plan preparation.
2. Hire surveyor under surveyor allowance, and prepare an up to date topographic survey, if necessary.
3. Hire sub-consultants (under the sub-consultant allowance) to include, as required by the design: a mechanical engineer to certify flow rate for purposes of water meter sizing; a structural engineer to certify design of all proposed and as-built structures inclusive of footings to be structurally sound as well as provide BCIN; an electrical engineer to certify electrical work and obtain ESA (Electrical Safety Authority) certificate; a civil engineer to certify the proposed and as-built civil works have been designed and constructed properly, and; an irrigation consultant to design and certify the work has been designed and installed properly and in accordance with the plans. The landscape architect shall include surface grading and drainage as well as sub-drainage where required as part of the full scope of landscape architectural services.
4. Contact development engineer to obtain composite utility plans (above and below ground) including any easements which may affect the design or installation for inclusion on landscape plans.
5. Undertake detailed analysis of site and context.
6. Undertake schematic design work for review by Town staff.
7. Meet with City staff as needed to develop a minimum of 2 alternative concepts.
8. Prepare and submit cost estimates complete with signed OALA seal, to ensure design concepts can be built within the allotted budget. Amend plans if required to meet budget.
9. Undertake public consultation meeting with area residents (one evening meeting) including the presentation of the two rendered park concept alternatives. Evening meeting shall include display panel boards (at either 24"x 36" or 36"x 48" sized for future Town storage) as well as prepare a PowerPoint presentation of the boards for the evening meeting.
10. Amend/combine concepts as required, to develop a preferred design concept in preparation for developing working drawing package.

PART B: WORKING DRAWINGS AND TENDER DOCUMENT SERVICES

1. Prepare working drawing package of the preferred design.
2. Meet with City staff to refine working drawings as required, until approved by the City.
3. Submit revised cost estimates complete with signed OALA seal, to ensure design concepts can be built within the allotted budget. Amend plans if required to meet budget.

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4. Secure all necessary permits and agency approvals for the work as required.
 5. Prepare final working drawings, specifications, tender documents, cost estimates and contract documents to City standards for competitive bidding of the work.
 6. Provide the City with 12 sets of tender documents (specifications and drawings) for tender.
 7. Attend bidders meeting and document questions arising from the meeting. Provide answers to the City for questions arising.
 8. Assist the City in its tendering process and be responsible for technical inquiries and/or clarifications, preparing draft addenda for issue by the City regarding bid documents requirements.
 9. Review bids for accuracy and provide recommendations.

PART C: CONTRACT ADMINISTRATION AND WARRANTY SERVICES

1. Undertake Contract Administration to Final Completion.
2. Arrange and host pre-construction meeting.
3. Undertake periodic construction meetings as required including weekly site meetings during active construction.
4. Prepare and distribute all meeting minutes with contractor.
5. Review project schedule on an ongoing basis and assist the contractor in resolving matters affecting the contractor's schedule.
6. Review contractor's construction layouts, provide recommendations to City staff and obtain City approval.
7. Provide recommendations to City staff and obtain approval from the City for additional work or work deleted from contractor contract. Prepare Change Orders and obtain City authorized signature. The landscape architect shall provide an ongoing spreadsheet listing all items included for all contemplated changes, all City agreed to changes, any previously issued change orders, and the remaining funds in the contingency.
8. Provide recommendations to City staff and obtain approval from the City for additional work or work deleted from contractor contract. Prepare Change Orders once approved and obtain City authorized signature on all Change Orders. With each contemplated change, the landscape architect shall provide an ongoing spreadsheet showing the impact of the contemplated change on the budget. The spreadsheet shall include all contemplated changes, all City agreed to changes, any previously issued change orders, and the remaining funds in the contingency.
9. Review shop drawings, contractor requested plant and other substitutions or changes, provide recommendations to City staff and obtain City approval prior to directing contractor or proceeding with the works.
10. Review on-going construction to ensure compliance with the contract drawings and specifications. If construction is not compliant with documents, note deficiencies and discuss with City for review and direction. Issue instructions to contractor as required.
11. Visit the site each time the contractor makes a claim for payment to review the work performed. City's policy does not permit acceptance of 'redlined' invoices. Return invoice to contractor for revision with current date, amount claimed, proper purchase order number, etc if invoiced incorrectly by the contractor.

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12. Provide Progress Payment Certificate to the City signed with an OALA seal within 10 business days of receipt of an acceptable invoice from the contractor.
 13. Be responsible for keeping track of all dates of each milestone listed herein, and perform on site inspections for same, including a follow-up certificate for each of; substantial performance, total completion/start of warranty (showing anticipated end of warranty), one year warranty, two year warranty, and final completion/end of warranty. Include necessary follow-up inspections to ensure contractor compliance with inspections as required. Perform final certification to the City by way of a final completion certificate identifying that all the work has been completed in general conformance to the plans and specifications and that the warranty has now ended.
 14. Provide the City with a maintenance manual after Substantial Performance which includes the following:
 - as-built drawings (landscape architect is responsible to obtain one full size set and one reduction to 11"x17" from the contractor)
 - park manual including statistics and maintenance items:
 - Legal description (also include this item on tender set)
 - Park location (also include this item on tender set)
 - Total area (also include this item on tender set)
 - CSA certification of as-built playground(s) (may be obtained from the contractor or the playground supplier or installer). An independent playground inspector is not required with the exception of the rubberized surfacing where the landscape architect is responsible to obtain testing results for rubberized surfacing where it is being used.
 - ESA safety certificate for electrical works (may be obtained from the contractor or electrical sub-consultant)
 - Number of coniferous & deciduous trees, shrubs, and groundcovers.
 - Recommended maintenance schedule of park including watering schedule, turf cutting schedule, etc.
 - Linear length of pathways
 - Identifying all park facilities (soccer fields and their sizes, tennis court and their sizes, water play facilities, Junior and/or Senior Playgrounds etc)
 - Start and targeted end of warranty period
 - End of Warranty and Certification of works by Landscape Architect certifying that the works have been completed in general conformance to the landscape plans and specifications, and that all deficiencies and warranty obligations have been completed. The certificates shall be affixed with the full member's OALA seal signed and dated.

Definitions:

“Construction Period” shall mean the time required to construct the park, commencing once the construction contract is awarded through to Final Completion.

“Inspections” shall mean conducting an on site meeting to review the work and identify deficiencies, documenting deficiencies, preparing and issuing the deficiency list, and provide the necessary follow-up site inspections and reports to confirm rectification of deficiencies. It is expected that the contractor shall perform his warranty obligations at the anniversary of the one and two year warranty periods.

“Contract Administration” shall include, but is not limited to, the evaluation of bid submissions, contractor coordination and liaison, site inspections as required, coordination of site meetings, preparation of meeting minutes, preparation and issuance of contemplated change notices, change orders, progress payment certificates, substantial performance certificates, and completion and warranty inspections.

“Substantial Performance” shall mean substantial performance as defined in the latest edition of the Construction Lien Act.

“As-built Drawings” shall mean documents prepared or redlined by the contractor showing the location of items within the park constructed as part of this contract.

“Final Completion” shall mean that park construction is 100% complete without any deficiencies, has been accepted by the City for maintenance, the warranty period has expired and all warranty work has been completed and accepted by the City.

“Services” shall mean the provision of landscape architectural consulting services as set out under the Scope of Work.

APPENDIX C: DEVELOPER OBLIGATIONS: TWO YEAR MAINTENANCE ACTIVITIES

Cutting Turf:

- All turf areas shall be cut at a height of 2 ½"
- All turf areas shall be cut once every 12 to 14 days, as required.
- Naturalized or meadow areas shall be cut once per year in the spring.

Fertilizer:

- All turf areas shall be fertilized with 33-6-6 complete with 50% S.C.U. (sulphur coated urea) at one pound of nitrogen per thousand square feet of turf.
- General turf areas shall be fertilized twice per year.
- Naturalized or meadow areas do not need to be fertilized, unless it is determined during the maintenance period, that fertilizer might improve poor growth.

Trash/Litter/Recycling:

- As a minimum, litter is picked up from the ground on the same frequency as turf cutting unless there is a complaint, and then it shall be done within 24 hours.
- Litter is to be picked up prior to cutting of the turf unless there is a complaint, and then it shall be done within 24 hours.
- Trash and recycling shall be picked up once per week unless there is a complaint, and then it shall be done within 24 hours.
- Moloks are to be emptied at least twice per year with frequency depending on the size, location and use unless there is a complaint, and then it shall be done within 24 hours.

Water Systems (Irrigation/Water Play/Turf Valves/Yard Hydrants/etc.)

- All water systems shall be winterized in the Fall.
- All water systems shall be started up and programmed (where a programmer exists) each Spring.
- Repairs to each water system shall be performed as they are discovered.
- For splash pads, the Town will perform water quality tests in the Spring and periodic testing to ensure chlorine levels are maintained to legislated levels.
- Water meters and backflow preventors shall be inspected once per year.
- Backflow preventors shall be tested and certified.

Snow Ploughing:

- Not usually performed on park walkways except where park walkways provide the only direct access to the front doors of homes that abut and front onto parks.

Playgrounds:

- Playgrounds shall be inspected at least once a week with a visual inspection. Inform the contractor and Town of any irregularities or safety concerns.
- Sand is topped up as required (Hutcheson Sand) by the contractor.
- Rubberized surfacing shall be swept and repaired as required by the contractor.

Planting Beds & Trees:

- Beds weeded twice per year, unless there is a complaint, and then it shall be done within 24 hours.
- Tree saucers are weeded twice a year.
- Mulch is topped up when needed with shredded cedar bark mulch.

Aeration/Topdressing/Over-seeding:

- As required by the contractor and as specified under the contraction contract

Payment of Water & Hydro:

- The Town shall pay for water and hydro once the park reaches substantial completion and it is being used by the public for the purposes intended.

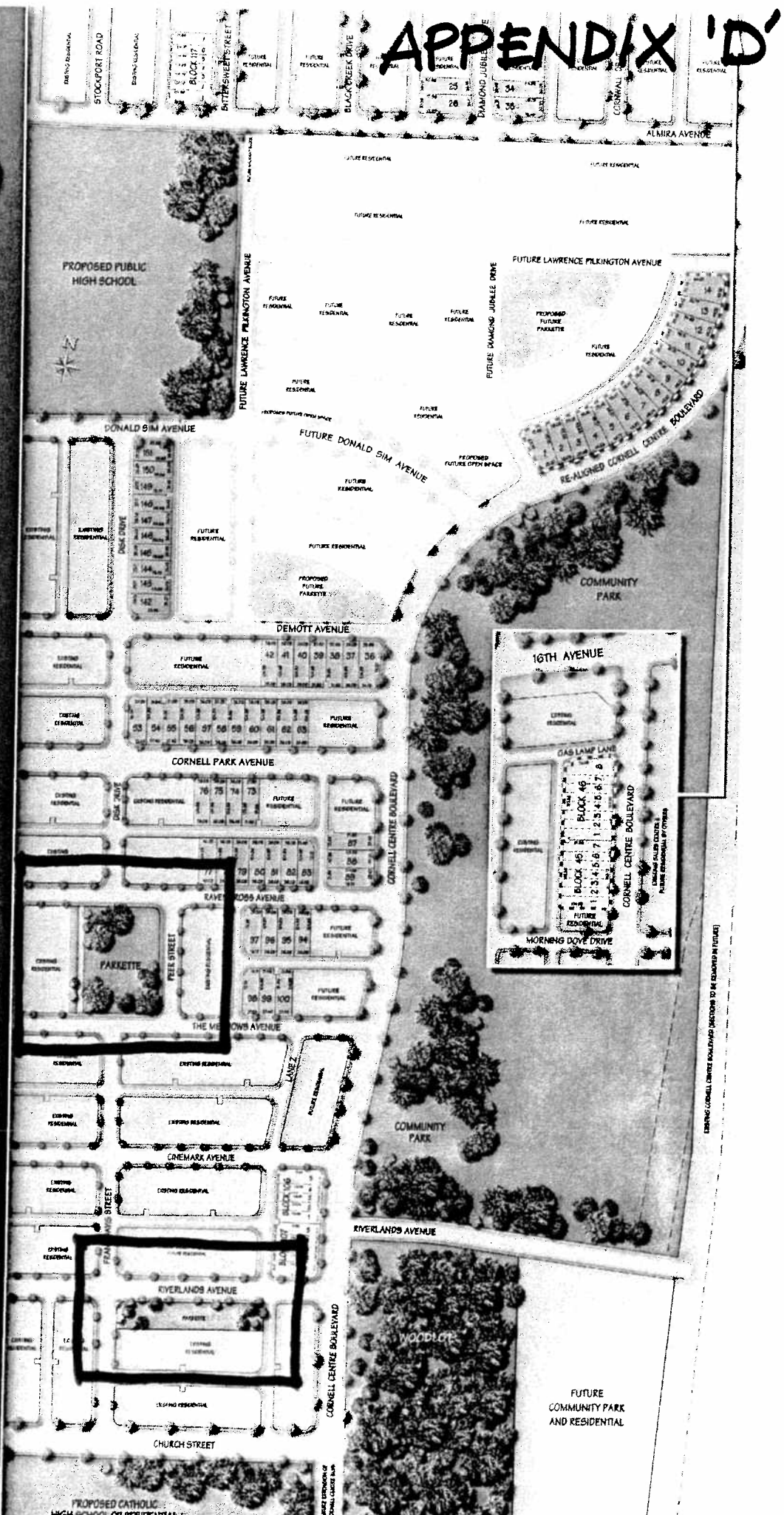


LEGEND

- 40' Detached
- 36' Attached
- 36' Detached
- Towns
- Phase 6 Lots



Site Plan for the proposed development, B. R. O. 11 November 2012



EXISTING CORNELL CENTRE BOULEVARD (SECTION 2) TO BE RELOCATED IN FUTURE

PHASE 6 LOTS